

2005 044869

2005 JUN -2 10 30 07

MICHAEL C. BURKART
RECORDS

3

MAIL TAX BILLS TO:
1023 STERLING COURT
CROWN POINT, IN 46307

RETURN TO:
1023 Sterling Court
Crown Point, In 46307

WARRANTY DEED

THIS INDENTURE WITNESSETH THAT **WOODSHOP, LLC**, an Indiana limited liability company (hereinafter the "Grantor"), **CONVEYS AND WARRANTS** to **MICHAEL C. BURKART and ANN J. BURKART, husband and wife as tenants by the entireties**, of Lake County in the State of Indiana, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate situated in Lake County, in the State of Indiana, to-wit:

The West 50 feet of Lot 21, in White Hawk Country Club - Phase 5, Block 1, an Addition to the City of Crown Point, as per plat thereof, recorded in Plat Book 88 page 28, in the Office of the Recorder of Lake County, Indiana.

Commonly known as 1023 Sterling Court, Crown Point, Indiana.

Tax Key No.: 9-552-41

Tax Unit No.: 23

FILED FOR TAXATION SUBJECT TO
FINAL ACCEPTANCE FOR TRANSFER

JUN - 1 2005

STEPHEN R. STIGLICH
LAKE COUNTY AUDITOR

SUBJECT, NEVERTHELESS, TO THE FOLLOWING:

1. Taxes for 2005 payable in 2006 and for all years thereafter.
2. Covenants, conditions and restrictions contained in the plat of White Hawk Country Club - Phase 5, in Block 1, an Addition to the City of Crown Point as per plat thereof, recorded in Plat Book 88 page 28.

18-
ZP
TI

3. Terms, provisions, covenants, conditions, restrictions and by-laws contained in a certain Declaration, recorded July 13, 2000, as Document No. 2000 049693, the First Amendment To The Declaration recorded on April 9, 2003, as Document No. 2003-036211, the Second Amendment To Declaration recorded on November 10, 2003, as Document No. 2003-119880, the Third Amendment To The Declaration recorded on May 5, 2004, as Document No. 2004-036934, and the Fourth Amendment To Declaration recorded on April 29, 2005, as Document No. 2005-034538, including, but not limited to, the duties and obligations arising from the automatic membership in and the powers of Hawk's Landing Townhome Owners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, and the Assignment of Declarant's Rights under the Declaration of Covenants, Conditions, Restrictions and Easements for Hawk's Landing Townhomes, made by The Woodshop, Inc., an Indiana corporation (the Assignor) to Woodshop, LLC, an Indiana limited liability company (the Assignee), dated May 18, 2001, and recorded May 23, 2001, as Document No. 2001 039473.
4. Easements and party wall rights as set out in the Declaration recorded July 13, 2000, as Document No. 2000 049693, as amended.
5. Assessments, charges and expenses levied by Hawk's Landing Townhome Owners Association, Inc., an Indiana not-for-profit corporation, its successors and assigns, which continuing lien for assessments shall be subordinate to the lien of any first mortgage upon any residential unit.
6. Building line affecting the Northerly 40 feet of the land, as shown on the recorded plat of subdivision.
7. Grant(s) and/or Reservation(s) of easement(s) contained on the recorded plat of subdivision.
8. Easement for utilities affecting the South 15 feet of the land as shown on the recorded plat of subdivision.
9. Common law party wall rights in and to a common wall over and along a boundary line in common with adjacent real estate.
10. All covenants, easements, rights of way, building lines, highways, roads, streets, alleys and other restrictions of beneficial use and enjoyment of record, and all facts and matters affecting legal and equitable ownership and possession of the real estate which would be, or should have been, revealed and disclosed by an accurate survey of the real estate described above.

The undersigned persons executing this Deed represent and certify under oath on behalf of Grantor that the undersigned are all of the members of Grantor; that there are no other members of Grantor; that the undersigned have the authority to execute and deliver this Deed; that Grantor has full capacity to convey the real estate described; and that all necessary legal action for the making of this conveyance has been duly taken.

IN WITNESS WHEREOF, Grantor has caused this Deed to be executed this 24 day of May, 2005.

THE WOODSHOP, INC., Member
By: Randall L. Mitchell
Randall L. Mitchell, President

S & J INVESTMENTS, L.P., Member
By: Samuel N. Van Til
Samuel N. Van Til, Managing Partner

STATE OF INDIANA)
) SS:
COUNTY OF LAKE)

Before me, the undersigned, a Notary Public in and for said County and State, personally appeared RANDALL L. MITCHELL, as the President of THE WOODSHOP, INC., a member of Woodshop, LLC, and SAMUEL N. VAN TIL, as the Managing Partner of S & J Investments, L.P., a member of Woodshop, LLC, who acknowledged the execution of the foregoing Deed for and on behalf of Grantor and who, having been duly sworn, stated the representations therein contained are true.

WITNESS my hand and notarial seal this 24 day of May, 2005.

Mary T. Ward
Notary Public

Printed Name: MARY T. WARD

My Commission Expires:
6/3/08

County of Residence:
Lake



This Instrument prepared by Glenn R. Patterson, Esq., Lucas, Holcomb & Medrea, LLP, Easton Court, 300 East 90th Drive, Merrillville, Indiana 46410

C:\Documents and Settings\laweiner\My Documents\G R P\Woodshop\Deeds & Mortgages\Burkart deed.wpd